

# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417 Filed 1425

MAR 4 1980 12 10 PM  
February 21, 1980

INTERSTATE COMMERCE COMMISSION

Date **MAR 4 1980**

Fee \$ 20.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 3  
dated as of October 8, 1979, ("Lease") to Car Leasing  
Agreement 0820-1 between North American Car Corporation  
("Lessor") and Baroid Company ("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of November  
2, 1979, between Lessor and General Electric Credit  
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act is one executed counterpart and four certified  
true copies of the above described supplementary Lease,  
between Lessor, 222 South Riverside Plaza, Chicago, Illinois  
and Lessee, Division of NL Industries, Inc. 1230 Avenue of the  
Americas, NY, NY and assigned to Assignee, P.O. Box 8300, 260  
Long Ridge Road, Stamford, Connecticut 06904. The Assignment  
of Leases was recorded with the Interstate Commerce Commission  
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor  
leases the cars described therein to the Lessee and assigns  
such lease to the Assignee under and in accordance with the  
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,  
lease, maintain and perform certain administrative and other  
services with respect to the equipment covered by such Lease  
(which equipment has been or is to be sold to Assignee) and  
assigns, transfers and sets over unto Assignee all of  
Lessor's right, title and interest, powers, privileges and  
other benefits in, but not its obligations under, the Lease  
together with all amounts which may be received or credited  
to the account of Lessor in respect of mileage compensation  
from railroads using the equipment leased under such Lease  
or any other sums received by or payable to Lessor from  
parties other than the Lessee with respect thereto, all in  
accordance with the Lease and the Assignment of Leases.

*Ms Lee -  
This one is  
11417-GG*

*Overstayed*

**TIGER LEASING GROUP**

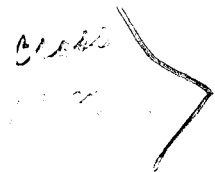
Secretary  
Interstate Commerce Commission

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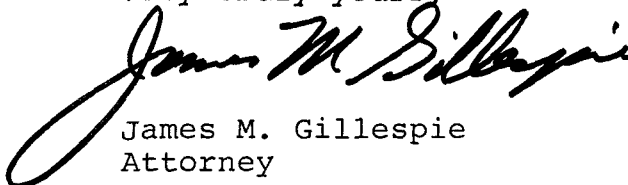
Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Lease *Supplementary Filer, and \$10.00 for cross indexing requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

*Check*  Please cross index this filing against the name of the Lessee, Baroid Company.

If you have any questions, please contact me.

Very truly yours,

  
James M. Gillespie  
Attorney

enclosure

RECORDATION NO. 11417-8H Filed 1425

MAR 4 1980 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 3 to Car Leasing Agreement 0820-1 between North American Car Corporation and Baroid Company dated October 8, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A. Kelly

(SEAL)

My Commission Expires February 23, 1983.

RIDER NO. 3  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 0820-1

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Twenty (20)	2,785 cubic foot capacity covered hopper cars, 15 PSI, for shipment of Drilling Mud (NAHX 94141 thru 94160)	\$555.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at North Creek, New York.

For each mile in excess of 20,000 x days in service that each car  
365  
covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 271.7 as was reported for April, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 8th day of October, 1979.

ATTEST:

James M. Silkey  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By Richard C. Edwards  
Vice President

ATTEST:

Annette H. McFrancis  
Secretary

BAROID COMPANY

By James J. Doyle  
Authorized Agent

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this lease may be created or granted without the consent of the lessor. This copy is not an original."

CAR LEASING AGREEMENT 0820-1  
RIDER NO. 3

State of Illinois )  
                          ) SS:  
County of Cook     )

On this 11<sup>th</sup> day of January, 1980, before me personally appeared R. B. Underwood, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Levy Catalano  
Notary Public  
My Commission expires 7-14-83

State of     Texas     )  
                          ) SS:  
County of    Harris    )

On this 17th day of January, 1980, before me personally appeared James J. Doyle, to me personally known, who, being by me duly sworn, says that he is an Authorized Agent of BAROID COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Arment W. House  
Notary Public  
My Commission expires 10-31-80